LAKE COUNTY PLANNING BOARD
May 9, 2018
Lake County Courthouse, Large Conference Room (Rm 316)
Meeting Minutes

MEMBERS PRESENT: Steve Rosso, Sigurd Jensen, Rick Cothern, Frank Mutch, Abigail Feiler, Brendeon Schoenig

STAFF PRESENT: Jacob Feistner, Rob Edington, Tiffani Murphy, Lita Fonda; Wally Congdon

The meeting started late due to an overrun of the Board of Adjustment meeting. Steve Rosso called the meeting to order at 7:58 pm.

MEADOW WOOD LOT 3 SUBSEQUENT MINOR (7:58 pm)

Rob Edington presented the staff report. (See attachments to minutes in the May 2018 meeting file for staff report.) Carstens & Associates, the agents for the application, were represented by Melissa Tuemmler, Marc Carstens and Earl Hanneman.

Abigail asked about the covenants and the portion about the amendment procedure. Had that been done? Rob understood that it had. Attachment 2 showed an amendment to the covenants from the owners of lot 2 and lot 3, who were 2/3 of the owners. It mentioned voting rights and would be assumed that if lot 3 was divided into two, each subsequent lot would have a half vote. He verified that it was recorded.

Agent Melissa Tuemmler thought the information was covered and offered to answer questions.

Public comment opened:

Jane Albrecht had questions on the water and sewer, as the neighbor directly to the east of this property. Had a study been done on the water? If the wells or septic interfered with hers, were there requirements or adjustments that could be made for future use? Rob explained that the typical subdivision process provided an opportunity for the public to comment. If approval was granted, the applicant or agent would submit an application to the Montana Dept. of Environmental Quality (DEQ). They would review the impact of the well and drainfield. It would need to comply with current state regulations. Steve added that before construction, there would be a requirement for the Lake County Environmental Health to review a septic application. There were restrictions on where that could be with respect to neighboring wells and so forth.

Kirk MacKenzie was the lot 2 owner. This was the only [inaudible] residential parcel in the subdivision. He was directly opposite the Wood family, and they shared a meadow. He and his wife retired, purchased this property and thought the covenants had some weight to them. Part of this had to do with views and part had to do with fire and so forth. He gave history and showed illustrations. [Editor's note: no copy was given for this file.] The Woods began to develop in contradiction of the covenants. He worked with them to amend the covenants to try to support the projects. They told him that they would divide this lot in order to build two homes, which

had gone back and forth in this process, and that this would be a one-story 600 to 800 square-foot building, which was no longer true. The Commissioners agreed to the amendment. It became clear as he learned about the subdivision process that there were a lot of violations with respect to the County. The Woods continued to proceed to work on the project. They made a switch to build two homes on one parcel at some point. He objected to that. The Planning Dept. recommended to the Commissioners to approve it despite that it was a violation of the covenants. The Commissioners gave conditional approval on the basis they got indemnification for a legal response. They got a legal response. There were a lot of legal issues here that they hopefully could completely bypass. He thought they could resolve this. He was generally favorable to the concept of Bob Wood having his home but not to have this process continue in violation of the covenants.

Kirk had submitted an extensive list of questions, lacking sufficient information to make an informed decision. He listed examples, which seemed too numerous for this to move forward at this point in time. If he and Bob sat down, they might narrow this down. In terms of insufficient information, there were no dimensions telling the setback requirements had been met on the lot layout plan for the driveway, which was paralleling on his property and appeared to be close to his fence line. Parking wasn't indicated. A grey area on the map was presumably the home but it didn't say that or give dimensions. The original home design submitted was quite a bit different. They could see the home design violated the minimum 1200 square feet and the number of stories, which was going to be two, but was three and violated the height requirement. He questioned the orientation of the building given the appearance of the concrete foundation wall from his property. That needed to be clarified. Was the design of the building going to be compatible and blend in with the background landscape? He was concerned about parking and looking at a lot of cars.

Kirk said that in terms of subdivision law, he'd been told Seery Drive would need to be improved, and possibly widened and asphalted to meet code. A variance hadn't been applied for. Had other things in subdivision law been waived or had variances proposed? A large part of the construction would probably be done by the family. The covenants contained something like a maintenance statement for Seery Drive that had not been honored. Road costs were to be divided equally. He did some minor work on the road a few years ago pertaining to dust and erosion. Jim Wood didn't pay his portion. Kirk questioned both the capacity and the intent to abide by the covenants. That problem would be compounded by the addition of another Wood home. It was a flag lot, not an easement. The Woods had to move across his property, on which Seery Drive sat. The law didn't allow the existing easement to automatically [latch] on to a new lot. He had to agree to that. He would withhold that agreement until he got some resolution and satisfaction on these issues.

Kirk was concerned with maintenance of the road during construction and the period afterwards. There were potholes with no obvious way to fix. The dust issue concerned him for his wife's health issues, which could be life-threatening. A statement in the package said a dust plan was not required. He didn't see items dealing with fire prevention or containment. The dust issue was exacerbated by the location of their drive next to his property. In terms of the covenants, he presumed the vote would be split in half; they needed to clarify that. They also needed to get Bob [Wood] as a signatory because in exchange for gaining rights, he needed to take on his

obligation to help pay for the road. He had other suggestions. Things ought to be incorporated into the covenants, such as complying with local and state sanitation rules and state and county weed laws. Regarding the issue of water rights, those might or might not affect them. There was a litany of issues here. He was adverse at this point because he didn't have enough information to make an informed decision. He thought they could probably address the issues and resolve a lot of them. Then they could decide whether or not to move forward.

Marc Carstens said much of the public comment was well founded. The subdivision review process was one that involved the Planning Dept. and decisions by the Planning Board and the County Commissioners. Then they went to DEQ for the sanitations issues. Water availability issues were answered by the DNRC as an element of that review as well. Many of the concerns were built into the system, and they'd seen this function. As far as the structure, that was more of an element of building notification. As far as the impacts, the subdivision itself wasn't creating significant impacts, in his opinion, because the property already had the right to have two residences. It was that right for the second residence that actually created the impact that would be felt long before the subdivision was proposed. [They] followed the County's procedures and recommendations.

Kirk said a building had been proposed. This particular footprint had been discussed for a long time. He thought the lot handled that. The lot might not handle anything but a non-compliant design. It wasn't an issue of no impact. If you looked at the pictures, you could see he had quite a view. He already agreed to allow them to build their structure according to the covenants. However, they had a structure that was very narrow and very tall, violating covenants in both ways. It wouldn't fit the design of the neighborhood, which had no other 3-story homes. It might not be a problem. He couldn't access it at this time. He needed to see what it looked like and suggested tabling the item for 2 weeks so he and Bob could sit down and resolve questions.

Public comment closed.

Steve confirmed with Rob that the responsibilities to enforce covenants lay with the homeowners association. Rob said they interpreted covenants as private agreements between individuals. There were some unique circumstances [at times]. Steve gathered from the conditions and report that the County had some desire to make sure covenants existed. Rob said the covenants might be sufficient. There might be some improvement as well with regards to some of the items identified on the 2017 amendment. That wasn't a requirement but left to the subdivision owners. It did comply with the density policy. The building notification process was not related to the Density Map and they would still have to do one. They would look at the conditions of subdivision approval for that, not the covenants. If differences were identified [between a building proposal and the covenants], staff would clearly state that it was the applicant's responsibility to comply with the covenants, which might be more restrictive, and they must hold the County harmless—it was between them and their neighbors as long as they met the conditions of approval for the subdivision.

Regarding the November action regarding building a second home on this property, Rob said this was not a permit. It was an amendment to the subdivision approval to allow for a second residence on the lot, which gained conditional approval. One condition of approval would be

that they needed to address that in the covenants but that would be their responsibility. A building notification application was made but that had not been reviewed or approved. If the subdivision was granted approval, [the building notification] would need to comply. He listed some of the items for compliance. Often a maximum building height existed. Ferndale Fire Department comment would be required to deviate from that. The issues of covenants between the owners still needed to be resolved. His understanding of the current status of construction was that an empty foundation was sitting there. As far as permitting, it was on hold. Jacob explained it was an after-the-fact application that hadn't gained approval yet.

Rob confirmed that at this time it would be reviewed under the original subdivision, which had been amended to allow for 2 single-family residences. Steve asked for more details of the conditions such as setbacks and height in the original. Rob didn't have a copy on hand of those conditions. Steve didn't know if those applied directly to their evaluation on whether to recommend preliminary approval of the subdivision. A lot of issues would be good for the applicants to resolve. The covenants would have enforcement things that the other homeowners could do if someone violated the covenants. That was a homeowner issue rather than the County's. Wally agreed that the homeowners association or the owner would take someone to court if the covenants were violated. [The County] often made a condition of approval in the compliance or in the amendment. Items that were enforceable by the County were usually if the County required certain covenants as a mitigation mechanism. Jacob noted the conditions were pretty minimal; it was an older subdivision.

Kirk said the Board wasn't aware of communication between him and the Planning Office. They were currently in violation of those. He highlighted that the covenants were to be amended to allow the additional lot prior to submitting the subdivision application for review. He also highlighted that the draft covenants were to be included with the preliminary plat application for review. If the subdivision would be out of compliance with existing documents, Planning staff recommended the document be amended if possible or the subdivision be redesigned to comply. He also read that an entity asked to provide comments regarding the subdivision should be provided with sufficient information regarding the proposal to adequately review the potential impacts. He hadn't been given that. If a 3rd party interfered with a contract, they were in violation of the law, so the County would become in violation of the law, so he strongly objected to the notion that the County should be moving forward with approvals of anything with the condition that sometime in the future something would happen.

Rob said the application was reviewed for completeness and met those requirements in response to Steve's question. If the Planning Board gave a recommendation regarding preliminary approval, the approval didn't happen until the Commissioners made a decision. Wally said it was appropriate for the Planning Board to make a recommendation if there were issues to be resolved before the Commissioners, and oftentimes the Planning Board gave an approval with a set of conditions, which could include things like you couldn't file the final plat until the health department review was completed and the permits were given or until x, y and z were done, like the documents that Abigail asked about earlier. That could be a condition of plat approval. The developer could get approval but could not file the plat and have the subdivision until the list was done. They would have an approval but nothing in terms of a split to build on or getting a bank loan until the conditions were met and that was proved to the staff. He noted that Marc Carstens

was used to doing this with septics; septic for a major subdivision wasn't completed until after you had the preliminary plat approval. Marc added you couldn't submit to DEQ without Planning Board comments.

Steve looked at condition #14 on pg. 17. Did they need to add that the covenant amendments needed to be completed? Rob said it would be in question what in particular they needed to amend. They would need to talk to Wally as to legally whether they would need to. Wally said he hadn't read this set of covenants. They filed one amendment after the November meeting. Kirk said he objected to it being said to go ahead and do the job and just give some indemnification. He wanted a few weeks and a mandate to sit down with Bob, get questions answered and come back after they resolved things. Steve explained he was suggesting they make that a condition of this so the Board could make a recommendation for the Commissioners. They couldn't move forward with the final plat until they sat down and did that. Kirk thought the County hadn't met its requirement to provide sufficient information at this phase to make the determination. Things were attached to accept the site plan as well. Steve said no, they looked at the subdivision without review of what would be built on it. They wanted to make sure there was access to the property and that the property had viable building locations. They didn't specify where the buildings or the driveway were. Unless they put them in the conditions as far as the surface of the driveway and so forth, that wasn't part of this. The individual lots and the property owner, with respect to the covenants that were in the subdivision, were what managed how that lot was developed, not the subdivision process. Kirk said the issue from the beginning of this project had been violation of covenants and of plans. The ball kept moving forward and was unresolved. He didn't understand the objection with waiting two weeks.

Jacob and Rob explained the Commissioner meeting was two weeks away so there were two weeks for discussion before the Commissioners made a decision. It was a public meeting. Kirk said it was in violation of covenants and was being moved forward. Frank repeated that covenants weren't in the authority of the Board. They were in [the homeowners] authority. If Kirk knew there were covenant violations, his covenants had the means to pursue that. There was the building notification permitting, and 28 conditions here that were restrictive. Nothing would happen until the conditions were met. He found it very comprehensive. The covenants stated 30 feet for the height of a building so the building height issue was already resolved. Other than working out minute details, he didn't see the benefit of further delay. His view was the procedure moved forward the concept that the owner could proceed with his plan but had yet to go over multiple hurdles to get to the final point. He didn't think it was a problem or that the County had liability for some illegal action.

Steve asked if construction had been halted on the structure that didn't have building notification. Jacob thought it was still concrete with no wood. Rob thought what originally started this process was they were issued a letter to let them know they couldn't continue until this process had been done.

Frank thought the only issue here was subdividing a lot. Kirk checked that they were only approving the line across the lot and not the layout. Steve said they were approving the line, and conditions were put in to address the issues that could exist with the capacity of the road and requiring that the road maintenance agreement be modified so they'd have another property

owner that was required to contribute, and things of that nature were in the conditions. Rob added the road maintenance agreement was covered under the covenants. Having one was not required in the first subdivision. They had two driveways rather than a subdivision road so they'd be subject to the existing agreement in place currently as part of the covenants. Steve learned from Jacob that per the subdivision regulations, it was not required that Seery Drive be improved. Wally said if they had a private road and no maintenance agreement, the lot created could never qualify for a bank loan to build or to sell, nor could they get a bank loan if they didn't have a health department permit etcetera and the water right for the well filed. Either the person splitting it now did it now and got the puzzle pieces in place or else he split and then found out it wouldn't qualify for a loan if selling it or borrow money against it. This had no zoning so the issue of siting requirements (setbacks etcetera) were covenant issues. Airports would be a separate rule and issue but not enforced here. This property had covenants that the County was not a party to enforce.

On condition #18, Jacob clarified they wanted it to be consistent with the covenants but not reliant on the covenants so Steve removed 'as stated in the subdivision covenants'.

Motion made by Rick Cothern, and seconded by Frank Mutch, to recommend approval with staff recommendations with conditions as modified and the findings of fact. Motion carried, all in favor.

<u>UREN LAKESHORE VARIANCE</u> (9:14 pm)

Steve checked with Tiffani Murphy regarding the most recent comment from the property owner. Tiffani noted it had arrived late this afternoon and was not incorporated in the staff report. Steve asked if the current proposal for a concrete seawall could be modified on the fly or if they could only consider the specific statements in the report and application. Tiffani said she had been unable to reach the agent who was coordinating this mentioned in the letter from the applicant. She had hoped to touch base with him on how he wanted to approach this tonight. Marc Carstens was another agent and was present tonight. Steve said that during the staff report, the Board would like to know whether or not they could consider a different type of wall. Jacob specified the variance that brought this to the Board was for slope disturbance. A rock wall versus a concrete wall was proposed. The variance was for the disturbance that would be required for either wall. They could discuss a sea wall and recognize that it could be either rock or concrete. Tiffani clarified that originally the applicant was given a permit for a couple of improvements. The permit was split into two parts because the riprap portion had to go to the Army Corps of Engineers for floodplain. When the information came back in, the proposal was [inaudible] so the riprap itself wasn't permitted.

Tiffani Murphy listed three agents: Carstens and Associates, Jeff Gallatin and Advanced Consultant Services. She presented the staff report. (See attachments to minutes in the May 2018 meeting file for staff report.) She reiterated that they'd received a letter this afternoon from the applicant stating that they would be open to using a rock wall instead of a sea wall. It would still need to disturb the slope so it didn't really change what they were asking for this evening. A comment was also received from the Flathead Lakers after the date of the staff report, which expressed concerns over the effects of seawalls. Board members had received copies of both letters. (See attachments to minutes in the May 2018 meeting file for letters.)

Steve noted they were accustomed to seeing the slope disturbance in square footage rather than linear. He thought they'd need to dig a trench with an excavator along the shoreline to put in the footings and forms for this wall. Most of the 20-foot lakeshore protection zone (LPZ) would be disturbed. He asked about slope. Tiffani described that the slope went up for quite a distance, with a few flat places. A majority of the property was fairly steep. The majority of the LPZ was above 25% in slope. She clarified for Steve that the last picture in attachment #6 was on the applicant's property above a little ways but still in the LPZ. Steve asked about the shoreline of the property to the south. Tiffani said the first four pictures were of the applicant's property. The crib dock in the first south-facing picture was on the neighboring property. Tiffani had no information on the shoreline conditions to the south of this property.

Rick asked about riprap versus a wall. Tiffani replied they'd still have the same issue of having to cut into the hillside [inaudible]. Looking at attachment 4, Steve observed the concrete wall ended before the south property line. Erosion at the south end of the concrete would occur on the applicant's property. They didn't know where the concrete wall ended with respect to the north property wall. Marc offered to clarify when his turn to talk came up.

Given the width, Steve asked if they would have to disturb most of the LPZ to put this wall in. Tiffani thought they'd have to disturb the majority of it. Because of the steep slopes, they'd probably have to bring their equipment in on a barge. Much would be done on the gravel during low water. To place it, a lot of the hillside would have to be disturbed. She didn't foresee that they would have the ability to use a Cat up above it, and thought they'd have to bring it in on the barge. Jacob added that in the diagram, you could see they had a deadman every 15 feet that would have to be dug into the hill. Attachment 4 gave some topography.

Brendeon asked what determined whether a person had a concrete wall or something else. Tiffani replied that much of it was the erosion factor. If you could prove active erosion based on lake-related [erosion] then staff could look at it. If there was no active erosion based on the water then staff typically suggested against that because of the impacts. Occasionally a seawall was the only option to stabilize it. Jacob added that you had multiple jurisdictions. The Tribe might allow one where the County did not. Tiffani reminded that below high water on the Reservation was the Tribal jurisdiction.

Rick asked for clarity on rip rap versus a wall as far as impact since they were advocating using this protocol versus rip rap. Tiffani explained that rip rap was typically laid up against the existing bank, to armor without much digging. A rock wall had to be anchored and dug in, with more disturbance of the slope. That was the main difference. Rock would definitely be preferred over straight concrete if those were the only two options. Steve said if the armor was laid up in a slope, as the waves came in, [the wave energy] dissipated over a distance. If you had a vertical wall, it was like having a brick wall to stop a runaway truck rather than sand. Jacob said it also provided a more natural environment for aquatic wildlife, vegetation and other things versus a wall.

Brendeon asked if it could be modified, such as staggering it, to keep some of the natural habitat but still retain what they wanted. Jacob said the problem was they still needed to establish that

there was active erosion if they wanted a wall. Sigurd saw lakeshore that was being eaten into in the pictures. It would be a good idea to have it protected, whether it was rip rap or a rock wall.

Marc Carstens, agent for the applicant, spoke about the project. He apologized to Planning staff for the late letter where they needed to talk. He corrected that wherever materials said 333 feet of concrete wall it needed to be replaced. The frontage was 333 feet. The wall was 165 feet with 2 wings on an angle, which would give an obliquing side of probably 15 feet per side. Overall it was well under 180 feet. It wasn't a straight line.

He said the problem with this property was it did have active erosion. He showed a map from the original submission that included topographic information and handed out some numbered pictures. (See attachments to minutes in the May 2018 meeting file for handouts.) He spoke about what the map showed, including very steep slopes over 100%. Contour interval was 1 foot. Image #1 was what you found in the steep area and included a 4-foot path. The images were taken while they were actively mapping for the project before they turned it over to the civil engineer to do the design work. They proposed the retaining wall in the really steep area where the contour lines were close together. It didn't go the full length. He pointed out features in additional photos. Image #4 had piers for the dock. His understanding was it was to be a pier dock with cribs filled with rip rap underneath the dock in order to act in lieu of baffle boards. It wasn't meant to be structurally holding up the deck. Abigail asked if it used to have rip rap on it as well. Marc replied no. This wasn't on the project, either. You could see that every day down Hwy 35. Rip rap came in two common types. One was 24-inch minus, which was what MDT used and a lot of landowners attempted to use to shore up property boundaries. The other was the 5 to 10,000-pound rip rap blocks, which was what the neighbor to the north used and what this client, in fear of being rejected, said they'd put out there.

For the purpose of this meeting, Marc wanted to stay with monolithic wall. He would like to withdraw the request to not sheet it. They would definitely go forward with the regulations, which stated if you used monolithic, you put wood on it or stone facing on it. Personally, he liked wood in the form of 3 x 12's, which were a pretty heavy timber that took a good beating, aged, and didn't look obtrusive. They worked pretty darn good.

Jacob asked about the rip rap on the left of picture #5. It looked like it was accomplishing its task. Marc thought that was placed very recently. It was near the construction area on their buildings. Steve thought it looked like the same stuff in attachment #6.

Discussion occurred regarding the house in Marc's image #5. This was the neighbor's to the north with the natural waterways. This would not be disturbed by this activity. The obvious erosion wasn't as definite as that in images #1 through 4. He agreed with Jacob that the larger type of rip rap stayed in place pretty well. He pointed to image #6 to demonstrate the movement of the smaller rip rap, where he'd watched an excavator work this lakeshore at low water to put that rip rap back in place on three occasions. This scared him. Image [A-3] was in the near vicinity [in Polson]. It was of 24-inch minus rip rap that was failing and washing out. The little rip rap was stacked up against the concrete footing and seemed to stay in place. He concluded that it stayed in place because it had a solid concrete backing so the hydraulic activity couldn't make its way through the 24-inch minus rip rap to weaken the soil structure that was underneath

it and eventually cause it to collapse and wash out. He contrasted it with picture A-2, which was looking in the other direction from A-3. It showed the rip rap migration and described erosion there.

Jacob observed some additional valuable information about the picture, where there was little rock. It was mostly chunks of concrete, brick, chimneys and other stuff that had been dumped over the edge. It wasn't rock rip rap engineered to withstand a floodplain. It wasn't what they were talking about. Marc said to discard A-2. It didn't take away from the migration of the 24-inch minus placed by the Montana Dept. of Transportation (MDT) along Hwy 35 near Blue Bay. Jacob didn't know what [the MDT] review process was. Wally mentioned [MDT] lost a big piece of Woods Bay because of two problems. One was they didn't key it. They didn't dig a trench in the lakebed. They set the stuff on top of an already unstable surface and let it migrate. If you wanted it to hold, you had to key it. The second problem was that they starved it, both in Woods Bay and at the Kwataqnuk (in Polson). The guys had solid piers that caught the materials that migrated so it couldn't replenish it anymore. A solid dock sticking out with a solid crib acted as a jetty and grabbed material. He gave examples.

Marc asked where he could look at a segment of 24-inch minus rip rap placed in Flathead Lake that was staying in place that didn't have concrete behind it. Wally mentioned two places between Rollins and north of there at Angel Point. He also mentioned a place about four miles north of Blue Bay on Hwy 35. These were angular rock rather than round rock. Marc said the rock in Blue Bay was also angular. Wally agreed but Blue Bay got starved for material. Marc noted it was littered out as far as you could see. Wally said the problem was the little fines coming in were moved better by the water. The little stuff moved out from around the big stuff and then the big stuff rolled down. Steve thought a lot of it had to do with the slope on which it was put. If the slope was too steep, it would fall down. Wally said that was why you keyed it. Steve said the slope should be 15% or less. Marc said this site was steep at 50%. He described it in more detail. Wally said MDT admitted they had no keys. He gave more examples. Marc asked if 24-inch minus could be securely placed, why engineers didn't recommend it. Wally thought most hadn't been exposed to it.

Marc returned to the situation at hand. The images showed active erosion with tree tap roots and bare dirt. On the north end, they didn't have the erosion to this extent. They had the wetlands going on. The activity was in the southern reaches, which as shown on the topographic map, was in the steepest area with the greatest degree of erosion. The civil [engineer] had said they would need a 5-foot wide base footing in order for a monolith to hold. That posed the variance conundrum. According to the regulations, they had to stay within 3 feet of the full pool line. The other two feet would go into the area that was being eroded. The drawing he gave them demonstrated their intention of going forward with the cross-section typical in the upper left hand corner. He described the cross-section. The intent was not to gain a flat area or real estate. The intent was to secure the shoreline and repopulate the above-shoreline with native plantings so it was not obtrusive. They would definitely do wood or stone on the face of the monolith to comply with the regulations so that variance would not be required.

Marc outlined that the project review was with the County. It had been turned into the Army Corps. He hadn't heard yet if it had gone to US Fish & Wildlife. He didn't expect those

processes to be complete any time soon. It was late. He would be willing to adjourn at this point so they could digest the materials he'd shared. Steve confirmed with Marc that he was suggesting tabling this. Tiffani was fine with that. She confirmed that the drawing Marc had been concerned about was not in her materials. She clarified for the Board that this had been going for a year and a half with many different people, calculations and three sets of applications involved. The numbers didn't always match amongst those three. She agreed with Marc that they needed a chance to sit down and talk.

Marc shared another handout from George Gibson, who obtained a dock permit that was recently extended. (See attachment to minutes in the May 2018 meeting file for handouts.) Along with conversations with Dilber, this had led him to believe that this was not intended to be either a pier dock or a crib dock, but rather a hybrid.

Frank asked about the evidence of erosion. Would they consider a rewrite? Tiffani pointed out in the staff report that they'd have to show evidence of erosion. As long as they could show it, it wouldn't require another variance. Staff would look at what was submitted and make the decision whether they felt active erosion was shown to require another variance. Frank asked if the staff recommendation would change. Jacob said there would be a new report and notices. The applicant would have to cover those fees. Tiffani clarified that the dock was originally proposed as a crib dock. It was permitted as a pier dock to allow those pier supports to go in while the cribbing went through further review for floodplain. It was permitted as a pier dock with the intention of coming back and transforming that to a crib dock. Frank asked about adverse effects on hydraulics from a crib dock. Tiffani replied regulations specified that crib docks had to have a certain amount of openings for a certain length of dock and gave size restrictions so things mitigated for that. A crib dock could no longer be a solid crib like was seen with the older docks. They had to have openings. This one did comply. Marc mentioned the concurrent review at Army Corps. Tiffani added no variances were required for that crib dock proposal.

Jacob clarified that a motion would be necessary to table, and they should acknowledge that it was the applicant's agent requested the tabling and that [the applicants] would cover all fees.

Motion made by Steve Rosso, and seconded by Frank Mutch, to table this item per the request of the applicant's agent. Motion carried, all in favor.

Steve relayed a question about site visits. Was there a problem with Board members visiting the site individually or did they plan one for everybody and let the public know? Jacob said he would let them know.

<u>MINUTES</u> (10:07 pm)
On pg. 6 in the next-to-last sentence, the punctuation was changed from 'put placement in' to 'put 'placement' in'.
Motion by Rick Cothern, and seconded by Sigurd Jensen, to approve the April 18, 2018 meeting minutes as amended. Motion carried, all in favor.

OTHER BUSINESS (10:09 pm)
Board members touched on pictures, videos, visits and examples for conveying information.

Steve Rosso, chair, adjourned the meeting at 10:10 pm.